

CASE NUMBER:

99-511

Cincinnati Bell Inc.
201 E. Fourth Street
P. O. Box 2301
Cincinnati, Ohio 45201

RECEIVED
APR - 4 2000
PUBLIC SERVICE
COMMISSION

99-511

DELIA REID SABA
Attorney
Deliasaba@broadwing.com
(513) 397-1333

April 3, 2000
Cincinnati Bell

Mr. Martin Huelsmann
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, KY 40601

**Re: Interconnection Agreement Between Cincinnati Bell Telephone Company
and MCImetro Access Transmission Services LLC**

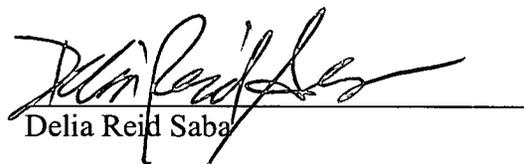
Dear Ms. Helton:

Enclosed for filing please find an original and (5) copies of the Amendment to the Interconnection Agreement between Cincinnati Bell Telephone Company ("CBT") and MCImetro Access Transmission Services LLC ("MCImetro").

On December 17, 1999, CBT and MCImetro submitted their negotiated interconnection agreement whereby MCImetro adopted the interconnection agreement between CBT and Intermedia Communications, Inc. The Commission approved the agreement and ordered that the discount rate be amended to reflect a 16.74 percent discount rate. Attached is the Amendment to the interconnection agreement reflecting the changes required under the Commission's Order. Also, attached is a 3.5-inch disk containing the following documents: (1) Interconnection Agreement between Cincinnati Bell Telephone Company and Intermedia Communications, Inc.; (2) Amendment #1 to Interconnection Agreement between Cincinnati Bell Telephone Company and MCImetro Access Transmission Services LLC; and (3) Notice of Adoption indicating MCImetro's adoption of the Interconnection Agreement between CBT and Intermedia Communications, Inc.

If you have any questions concerning this filing, please feel free to contact me. Thank you in advance for your assistance with this matter.

Very truly yours,


Delia Reid Saba

Enclosure

cc: Thomas E. Taylor, Esq. (w/o encl.)
Steve Kritzer, Cincinnati Bell Telephone (w/o encl.)

AMENDMENT NO. 1
TO
INTERCONNECTION AGREEMENT
BETWEEN
CINCINNATI BELL TELEPHONE COMPANY
AND
MCI METRO ACCESS TRANSMISSION SERVICES LLC

This Amendment No. 1 (the "Amendment") to that certain interconnection agreement dated December 17, 1999 (the "Interconnection Agreement"), between Cincinnati Bell Telephone Company ("CBT") and MCImetro Access Transmission Services LLC ("MCImetro") is effective retroactive to March 16, 2000 (the "Effective Date"). CBT and MCImetro filed the Interconnection Agreement with the Kentucky Public Service Commission ("Commission"), docketed as Case No. 99-511, wherein MCImetro adopted the interconnection agreement between CBT and Intermedia Communications, Inc.

CBT and MCImetro now wish to amend their Interconnection Agreement to correct the wholesale discount rate for Resale Services as required by the Commission's order, dated March 16, 2000, in Case No. 99-511.

AMENDMENTS TO THE INTERCONNECTION AGREEMENT

On and from the Effective Date, the Interconnection Agreement is hereby deemed amended as follows:

Schedule 10.1, paragraph 1.0 will be revised to read as follows:

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven-four percent (16.74%) to all discounted resale services.

Pricing Schedule, Item VI – Wholesale Resale Services, will be revised to read as follows:

Resale Discount: Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of sixteen point seven-four percent (16.74%) to all discounted resale services.

AMENDMENT NO. 1
TO
INTERCONNECTION AGREEMENT
BETWEEN
CINCINNATI BELL TELEPHONE COMPANY
AND
MCI METRO ACCESS TRANSMISSION SERVICES LLC

In all other respects, the December 17, 1999, Interconnection Agreement remains unchanged.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Amendment on the date(s) set forth below.

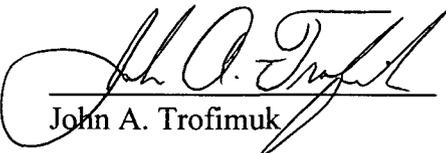
CINCINNATI BELL TELEPHONE
COMPANY

By: 
Linda D. Frank

Date: 4-3-00

Vice President & General Manager -
Carrier Services
Cincinnati Bell Telephone Company
201 E. Fourth St., 102-1005
Cincinnati, Ohio 45201
(513) 565-3700

MCIMETRO ACCESS TRANSMISSION
SERVICES LLC

By: 
John A. Trofimuk

Date: 3-29-00

Regional Executive
MCI WorldCom, Inc.
205 N. Michigan Ave., 37th Fl.
Chicago, IL 60601
(312) 470-5947



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
211 SOWER BOULEVARD
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 1999-511
CINCINNATI BELL TELEPHONE COMPANY

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on March 16, 2000.

See attached parties of record.

Stephanie J. Bell
Secretary of the Commission

SB/hv
Enclosure

Gene Baldrate
Vice President-Regulatory Affairs
Cincinnati Bell Telephone Company
201 East Fourth Street
P. O. Box 2301
Cincinnati, OH. 45202

Regional Executive
MCI WORLDCOM, Inc.
205 North Michigan Avenue
37th Floor
Chicago, IL. 60601

General Counsel
MCI WORLDCOM, Inc.
1801 Pennsylvania Avenue, N.W.
Washington, DC. 20006

Honorable C. Kent Hatfield
Attorney at Law
Middleton & Reutlinger
2500 Brown & Williamson Tower
Louisville, KY. 40202 3410

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPROVAL OF THE)
INTERCONNECTION AGREEMENT)
NEGOTIATED BETWEEN CINCINNATI)
BELL TELEPHONE COMPANY AND) CASE NO. 99-511
MCImetro ACCESS TRANSMISSION)
SERVICES LLC, PURSUANT TO)
SECTIONS 251 AND 252 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

O R D E R

On December 17, 1999, Cincinnati Bell Telephone Company ("CBT") and MCImetro Access Transmission Services LLC ("MCImetro") submitted to the Commission their negotiated interconnection agreement whereby MCImetro adopts the interconnection agreement between CBT and Intermedia Communication Inc., dated July 15, 1998, that was approved by the Commission on September 14, 1998. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity, except for the incorrect wholesale discount rate. On December 3, 1998, the Commission determined that CBT's

avoided costs should be reflected in a 16.74 percent discount rate.¹ Public interest dictates that the agreement between CBT and MCImetro reflect a 16.74 percent discount rate.

MCImetro must comply with all relevant Commission mandates for serving in this Commonwealth.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

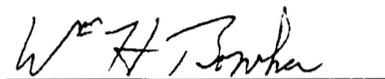
1. The agreement between CBT and MCImetro is approved, except that the discount rate shall be 16.74 percent.
2. Within 20 days of the date of this Order, MCImetro and CBT shall file the corrected agreement as ordered herein.
3. Within 20 days of the date of this Order, CBT shall file with the Commission a true and complete copy of the complete corrected agreement in Microsoft® Word 97 format on 3.5-inch high-density diskette.

Done at Frankfort, Kentucky, this 16th day of March, 2000.

By the Commission

ATTEST:

Deputy


Executive Director

¹ Case No. 97-402, Cincinnati Bell Telephone Company's Avoided Cost Study.



COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
730 SCHENKEL LANE
POST OFFICE BOX 615
FRANKFORT, KY. 40602
(502) 564-3940

December 30, 1999

To: All parties of record

RE: Case No. 1999-511
CINCINNATI BELL TELEPHONE COMPANY
(Interconnection Agreements) WITH MCIMETRO ACCESS TRANSMISSION

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received December 17, 1999 and has been assigned Case No. 1999-511. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell
Secretary of the Commission

SB/jc

Gene Baldrate
Vice President-Regulatory Affairs
Cincinnati Bell Telephone Company
201 East Fourth Street
P. O. Box 2301
Cincinnati, OH. 45202

Regional Executive
MCI WORLDCOM, Inc.
205 North Michigan Avenue
37th Floor
Chicago, IL. 60601

General Counsel
MCI WORLDCOM, Inc.
1801 Pennsylvania Avenue, N.W.
Washington, DC. 20006

Honorable C. Kent Hatfield
Attorney at Law
Middleton & Reutlinger
2500 Brown & Williamson Tower
Louisville, KY. 40202 3410

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founded in 1854

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JEFFREY A. HAEBERLIN**
DAVID J. CLEMENT**
THOMAS B. McGURK**
THOMAS W. ICE, JR.†

December 17, 1999

*ALSO ADMITTED INDIANA
**LICENSED TO PRACTICE BEFORE
U.S. PATENT & TRADEMARK OFFICE
†ADMITTED IN INDIANA ONLY

Ms. Helen C. Helton
Executive Director
Kentucky Public Service Commission
P.O. Box 615
730 Schenkel Lane
Frankfort, Kentucky 40601

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PUBLIC SERVICE
COMMISSION

CASE 99-511

RE: **NOTICE OF ADOPTION**
Under Section 252(i) of the Communications Act of 1934,
as amended by the Telecommunications Act of 1996 (the "Act");
MCImetro Access Transmission Services LLC and
Cincinnati Bell Telephone Company

Dear Helen:

Enclosed are the original and ten (10) copies of the Notice of Adoption filed on behalf of MCImetro Access Transmission Services LLC ("MCImetro") and Cincinnati Bell Telephone Company ("CBT"). MCImetro is adopting CBT's Interconnection agreement with Intermedia Communications Inc. I have also enclosed one additional copy and ask that you indicate its receipt by your office by placing your file stamp on it and returning it to me via our runner.

Thank you for your assistance in this matter.

Sincerely,



C. Kent Hatfield

CKH:jms

enclosures

cc: Steve Kritzer (w/ enc.)
Susan Berlin, Esq. (w/ enc.)
Ms. Pat Hopson (w/ enc.)



Cincinnati Bell
Telephone®

201 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

December 17, 1999

Ms. Helen Helton, Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
P.O. Box 615
Frankfort, Kentucky 40602

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PUBLIC SERVICE
COMMISSION

NOTICE OF ADOPTION
Under Section 252(i) of the Communications Act
of 1934, as amended by the Telecommunications Act of 1996 (the "Act")

Dear Ms. Helton:

Pursuant to Section 252(i) of the Act, MCImetro Access Transmission Services LLC ("MCImetro") and Cincinnati Bell Telephone Company (CBT) hereby jointly give notice that, effective immediately, MCImetro is adopting the interconnection agreement between CBT and Intermedia Communications Inc. for the State of Kentucky approved by this Commission on September 14, 1998 in Case No. 98-379 (the "Intermedia agreement"). As set forth in paragraph 1321 of the FCC's First Report and Order on Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 96-325, order of August 1, 1996, carriers electing to adopt an agreement pursuant to Section 252(i) need not go through the negotiation or approval process associated with Section 251 of the Act.

The initial term of the Intermedia agreement expires September 13, 2000. CBT and MCImetro acknowledge that this letter and filing do not amend the adopted agreement.

For your records, we have enclosed a copy of a letter sent by MCImetro to CBT advising CBT of this adoption and a copy of the Intermedia agreement.

Eugene J. Baldrate
Vice President - Regulatory Affairs
Cincinnati Bell Telephone Company
201 E. Fourth St. , 102-910
Cincinnati, Ohio 45201
(513) 397-6699

Very truly yours,

C. Kent Hatfield
Middleton & Reutlinger
2500 Brown and Williamson Tower
Louisville, Kentucky 40202
(502) 584-1135
Attorney for MCImetro

cc: Senior Vice President and General Counsel, CBT (w/o enclosure)
Steve Kritzer, CBT (w/o enclosure)
General Counsel, MCIW

December 17, 1999

VIA FACSIMILE (513-397-2408) AND AIRBORNE EXPRESS

Cincinnati Bell Telephone Company
Attn: Vice President-Regulatory Affairs
201 E. Fourth Street
Cincinnati, Ohio 45201-2301

NOTICE OF ADOPTION

**Under Section 252(i) of the Communications Act of 1934, as amended by the
Telecommunications Act of 1996 (the "Act")**

Dear Sir/Madam:

This letter provides notice to Cincinnati Bell Telephone Company ("CBT") that MCI metro Access Transmission Services LLC. (MCIIm) has elected to adopt the interconnection agreement effective July 15, 1998, between CBT and Intermedia Communications Inc. (Intermedia) for the state of Kentucky pursuant to Section 252(i) of the Act, 47 U.S.C. § 252(i) (1996). A copy of the Intermedia Agreement is attached for your reference. This election is effective immediately.

For purposes of the relationship between MCIIm and CBT, all notices should be sent to the following:

To: MCI WORLD COM, Inc.
Attn: Regional Executive
205 N. Michigan Ave., 37th Fl.
Chicago, IL 60601
Facsimile: 312-470-4685

and: MCI WORLD COM, Inc.
Attn: General Counsel
1801 Pennsylvania Ave., N.W.
Washington, D.C. 20006
Facsimile: 202-887-3353

Vice President-Regulatory Affairs

December 17, 1999

Page 2

Please contact Peter Godwin at 312-470-3206 to discuss the manner in which MCI and CBT will implement this arrangement.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John A. Trofimuk".

John A. Trofimuk

cc: Senior Vice President & General Counsel - CBT
Steve Kritzer - CBT

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

Dated as of JULY 15, 1998

by and between

CINCINNATI BELL TELEPHONE COMPANY

and

INTERMEDIA COMMUNICATION INC.

For

KENTUCKY

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COMMISSION

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 15th day of JULY, 1998 (the "Effective Date"), by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 ("CBT"), and Intermedia Communications Inc., a Delaware corporation ("Intermedia").

RECITALS

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Kentucky, more particularly described as a portion of LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Kentucky.

C. Intermedia has been granted authority to provide certain local Telephone Exchange Services within the areas of Kentucky where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Intermedia and CBT hereby agree as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement or the Act.

1.3 Interpretation.

(a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require,

any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.4 **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

2.1 **Interconnection Activation Date.** Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide Intermedia access to CBT's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each Interconnection Point set forth on Schedule 2.1. Intermedia may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in Section 3.4.

Schedule 2.1 shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

2.2 **Bona Fide Request.** Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 **Technical References.** The Parties agree that the Technical References listed on Schedule 2.3 (the "Technical Reference Schedule"), are generally accepted guidelines for interface and performance parameters of equipment and facilities used by LEC's in the United

States for delivering Telephone Exchange Service. These Technical References are used by the Parties in specifying suitable equipment and facilities components for use in their respective networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. Intermedia is entitled to request through the BFR process functions and capabilities described in the Technical References listed in Schedule 2.3 which CBT has not deployed or activated in its own network.

2.4 Availability of Services. CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In the LATA identified on Schedule 2.1, Intermedia and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in Section 3.3; (ii) Collocation at any technically feasible Premise as provided in Article XII; or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for the given LATA and that is consistent with the Act, For Interconnection methods other than a Fiber-Meet,

Intermedia will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one Interconnection Point within the LATA; however, Intermedia may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article III. Unless otherwise agreed by the Parties, an Interconnection Activation Date associated with an interconnection arrangement not previously provided by CBT or requiring the development and deployment of new technical capabilities, shall not be earlier than the date which is one hundred and twenty (120) days after the date on which CBT receives notice from Intermedia that Intermedia wishes to establish such Interconnect arrangements.

3.2.3 If Intermedia elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with Intermedia's facilities via Collocation, Intermedia agrees to provide to CBT Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to Intermedia hereunder or (ii) Intermedia provides to other similarly situated Telecommunications Carriers, unless Intermedia can demonstrate and the Commission agrees that Intermedia's cost to provide Collocation to CBT are greater than CBT's costs to provide Collocation to Intermedia.

3.2.4 In regard to Frame Relay interconnection, the parties agree to establish trunk groups from interconnection facilities of subsection 3.2.2 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnection facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. CBT treatment of Intermedia as to said charges shall be consistent with CBT treatment of other local exchange carriers for the same charges.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. This SONET transmission system shall be configured as mutually agreed and engineered, installed, and maintained as described in this Article III and in the Implementation Plan.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexer ("OLTM") equipment in the CBT Interconnection Wire Center ("CIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 Intermedia shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Intermedia Interconnection Switching Center ("IISC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable Intermedia to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. Intermedia shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Intermedia to CBT, CBT will allow Intermedia access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CBT's receipt of such request.

3.3.5 Intermedia shall designate a manhole or other suitable entry-way immediately outside the IISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the IISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to Intermedia, Intermedia will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Intermedia's receipt of such request.

3.3.6 Intermedia shall pull the fiber optic strands from the Intermedia-designated manhole/entry-way into the IISC and through appropriate internal conduits Intermedia utilizes for fiber optic facilities and shall connect the CBT strands to the OLTM equipment Intermedia has installed in the IISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the Intermedia strands to the OLTM equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. Neither Party is required to construct new entrances should such separate entrances be nonexistent.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Additional Interconnection in Existing LATA. If Intermedia wishes to establish additional Interconnection Points in any LATA, then Intermedia will provide notice to CBT consistent with the notice provisions of Section 3.4.1 and Section 3.4.2. The Interconnection Activation Date shall be consistent with the provisions of Section 3.4.2. If

Intermedia deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, Intermedia shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnections. If CBT deploys additional switches within the LATA after the Effective Date or otherwise wished to establish Interconnection with additional Intermedia Central Offices, CBT shall be entitled, upon written notice thereof to Intermedia, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 If Intermedia desires to establish additional Interconnection Points within the LATA, Intermedia shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the Interconnection Point Intermedia has designated (or if such Interconnection is pursuant to a Fiber-Meet, the Interconnection Point Intermedia requests); (ii) Intermedia's requested Interconnection Activation Date; and (iii) a binding forecast of Intermedia's trunking requirements. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which Intermedia delivered notice to CBT pursuant to Section 3.4.1. Within ten (10) Business Days of CBT's receipt of Intermedia's notice specified in Section 3.4.1, CBT and Intermedia shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to Schedule 2.1.

3.5 **Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.5, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If Intermedia requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.6 Network Management.

3.6.1 Intermedia and CBT shall work cooperatively to install and maintain a reliable network. Intermedia and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.6.2 Intermedia and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of Intermedia, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas;"
- (c) Switch locations (including Tandems and End Offices);

3.7 Standard Intervals.

3.7.1 Each Party shall provide the other Party Interconnection in accordance with the standard intervals in Schedule 3.7.

3.7.2 The Providing Party shall provide to the other Party a quarterly report (the "Reporting Period"), by the last day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Standard Intervals.

3.8 E9-1-1 Service.

3.8.1 CBT shall provide E9-1-1 Service to Intermedia's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this Section 3.8 in each Rate Center in which (i) Intermedia is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

3.8.2 Service and Facilities Provided.

- (a) CBT will provide Intermedia with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide Intermedia with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route Intermedia's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If Intermedia forwards the ANI information of the calling party to the Control Office, CBT will

forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Intermedia, CBT will display a Central Office identification code for display at the PSAP.

- (b) Intermedia will provide itself, or lease from a third person, the necessary trunking to route originating 9-1-1 traffic from Intermedia's Switches to the CBT Control Office(s). The point of Interconnection for Intermedia's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of Intermedia, provide diversity to Intermedia, and Intermedia shall pay local channel mileage charges for Diverse Routes as set forth in the Pricing Schedule. Intermedia will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, Intermedia and CBT will cooperate to promptly test all transport facilities between Intermedia's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to Intermedia in paper, on diskette or mechanized format information (the "E9-1-1 A&R Information") and will seek the appropriate governmental approval if required that will (i) enable Intermedia to make pre-edits to validate the street addresses of Intermedia Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by Intermedia. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to Intermedia in a paper format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide Intermedia the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of Intermedia Customer information. Access coordination will include:
 - (1) CBT-provided format requirements and a delivery address for Intermedia to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in Section 3.8.2(g);

- (2) Coordination of error resolution involving entry and update activity;
- (3) Provisioning of specific E9-1-1 routing information on each access line;
- (4) Updating the CBT ALI database from paper records of service order activity supplied by Intermedia is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
- (5) Providing Intermedia with reference data required to ensure that Intermedia's Customer will be routed to the correct Control Office when originating a E9-1-1 call.

(e) In the event of an CBT or Intermedia E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.

- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) Intermedia or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. Intermedia is responsible for providing CBT updates to the CNA data and error corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. Intermedia shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by Intermedia or its third party agent. CBT will confirm receipt of such data and corrections by the next Business Day by providing Intermedia with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (h) Intermedia will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. Intermedia will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.

- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the "busy day/busy hour" criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- (k) Intermedia shall report errors, defects and malfunctions to CBT. CBT shall provide Intermedia with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

3.8.3 Compensation.

In addition to the amounts specified in Section 3.8.2, Intermedia shall compensate CBT as set forth in the Pricing Schedule.

3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that Intermedia delivers to CBT. Intermedia is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.
- (b) Notwithstanding anything to the contrary contained herein, CBT's liability to Intermedia and any third person shall be limited to the maximum extent permitted by applicable law.

3.8.5 Database and Network Requirements.

The Implementation Team shall identify that information that Intermedia must provide CBT so that CBT can provide Intermedia with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from Intermedia. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for Intermedia is "ICI".

ARTICLE IV
TRANSMISSION AND ROUTING OF
TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in Schedule 2.1. Intermedia shall specify the Digital Signal Level of the trunk facilities (e.g., DS0, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.5.2.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible. Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.3 Tandem Exhaust. If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Intermedia and CBT Customers. For purposes of this Agreement, "Busy Season" means any three (3) consecutive month period.

4.3.4 The Committee will work to establish direct trunking criteria that will provide for efficient network utilization.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in Sections 4.3.3 and 4.3.4 above.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters where applicable will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 **Grades of Service.** The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Implementation Plan. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

4.6 **Measurement and Billing.** The Parties shall measure Interconnection in accordance with this Section 4.6 and bill in accordance with Article XXVII and this Section 4.6.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the Other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (*i.e.*, no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it

originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 Intermedia and CBT agree to exchange such reports and/or data as provided in this Section 4.6 to facilitate the proper billing of traffic. Either Party may request an examination pursuant to Section 28.2 of such usage reports upon thirty (30) days' written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute..

4.7 Reciprocal Compensation Arrangements – Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to Article VI.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by CBT or Intermedia that a Telephone Exchange Service Customer originates on CBT's or Intermedia's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in the Pricing Schedule; provided, however, that compensation for local traffic will be reciprocal and symmetrical. The Party on whose network the call originates shall pay the Party on whose network the call terminates as follows: (a) Local traffic between the Parties on trunks between Intermedia's switch and CBT's tandem switch will be rated as Tandem switched calls (utilizing the tandem switching, tandem transport facility mileage and end office local termination rate elements), and (b) Local traffic on direct trunks between CBT's end office switches and Intermedia's switch will be rated as End Office to End Office calls (utilizing the end office local termination rate element).

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal-and state-tariffed IntraLATA FGD-switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic that has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.8.

4.7.5 Performance, Forecast, Planning And Standards Committee. The Parties' performance and administration of this Article IV shall conform to the recommendations, findings and conclusions of the Committee.

ARTICLE V
TRANSMISSION AND ROUTING OF EXCHANGE
ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 **Scope of Traffic.** Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between Intermedia Telephone Exchange Service Customers and Interexchange Carriers. Exchange Access traffic shall be routed pursuant to this Article V.

5.2 **Trunk Group Architecture and Traffic Routing.**

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks between Intermedia and CBT by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Intermedia's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow Intermedia's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks as mutually agreed connecting an End Office Switch that Intermedia utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

5.3 **Logical Trunk Groups.** In the LATA identified on Schedule 2.1, each Intermedia Switching Center Switch in that LATA shall subtend the CBT Access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

5.4 **End Office Access.** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE VI
MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an Intermedia/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 Intermedia shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.0 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.0 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No. 4.

6.1.4 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record ("EMR") format. CBT has two billing systems, each of which has a fixed billing period. Resale and Unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills are currently received via NDM and CRIS bills will be sent via NDM, if requested by Intermedia. Bill Data Tapes will be shipped overnight.

6.2.2 Intermedia shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to Intermedia, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date. CBT and Intermedia shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When CBT records on behalf of Intermedia and Access Detail Usage Data is not submitted to Intermedia by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result Intermedia is delayed in billing IXC, then late payment charges will be payable by CBT to Intermedia. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by Intermedia to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by Intermedia, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party's IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.5 Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in Section 6.3.2 and not paid by the IXC to whom such usage has been billed.

ARTICLE VII BLV/BLVI TRAFFIC

7.1 Busy Line Verification. Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2 Busy Line Verification Interrupt. Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

7.3 BLV/BLVI Traffic. Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.4 BLV/BLVI Compensation. Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

ARTICLE VIII TRANSIT SERVICE

8.1 Transit Service. CBT shall provide Intermedia Transit Service as provided in this Section 8.1.

8.2 Transit Service Defined. "Transit Service" means the delivery of certain traffic between Intermedia and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from Intermedia to such third-party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third-party LEC or CMRS provider and terminated to Intermedia where CBT carries such traffic pursuant to the Commission's primary toll carrier ("PTC") plan or other similar plan.

8.3 Compensation for Transit Service. The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Intermedia that is delivered over the Transit Service ("Transit Traffic"), Intermedia shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Intermedia from a third-party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether CBT is the PTC) and (ii) CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to Intermedia ("Other Party Transit Agreement"), then CBT shall deliver such Local Traffic and IntraLATA Toll Traffic to Intermedia in accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not Intermedia) shall be responsible to pay CBT the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic that is subject to a PTC arrangement and where CBT is the PTC, CBT shall deliver such IntraLATA Toll Traffic to or from Intermedia in accordance with the terms and conditions of such PTC arrangement.

8.4 Duration of Obligation. While the Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to Intermedia, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third-party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to Intermedia and (ii) the termination of this Agreement, CBT will provide Intermedia with Transit Service.

8.5 Signaling. To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, Intermedia is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

ARTICLE IX
UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Access to Network Elements.

9.1.1 CBT shall provide Intermedia access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX. CBT shall provide Intermedia access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the terms and conditions of Article II, in a manner that shall allow Intermedia to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, CBT shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Intermedia if:

- (1) The Commission concludes that:
 - (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Intermedia on an unbundled basis; and
 - (b) Intermedia could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within CBT's network; or
- (2) The Commission concludes that the failure of CBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Intermedia seeks to offer, compared with providing that service over other unbundled Network Elements in CBT's network.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, Intermedia shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.8.

9.1.4 CBT shall permit Intermedia to connect Intermedia's facilities or facilities provided to Intermedia by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by Intermedia that is technically feasible.

9.2 Network Elements. At the request of Intermedia, CBT shall provide Intermedia access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

9.2.6 Operations Support Systems ("OSS") functions as more fully described on Schedule 9.2.6; and

9.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

9.3 Nondiscriminatory Access to and Provision of Network Elements.

9.3.1 Subject to Section 9.3.3, the quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to Intermedia, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by Intermedia, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.3.2 CBT shall provide Intermedia access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to Section 9.1.2.

9.3.3 Upon the request of Intermedia, CBT shall provide to Intermedia a Network Element and access to such Network Element that is different in quality to that required

under Sections 9.3.1 and 9.3.2, unless CBT proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality.

9.4 Provisioning of Network Elements.

9.4.1 CBT shall provide Intermedia unbundled Network Elements as set forth on Schedule 9.4.

9.4.2 CBT shall provide Intermedia access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that Intermedia purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

9.4.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, Intermedia shall submit a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by Intermedia under this Agreement that require a primary local exchange carrier change.

9.4.4 CBT and Intermedia shall coordinate cutover of customer lines as described in Schedule 9.4.4

9.4.5 If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.

9.5 Pricing of Unbundled Network Elements.

9.5.1 CBT shall charge Intermedia the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If Intermedia requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge Intermedia for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or enduser-provided element or required to interconnect contiguous Network Elements.

9.5.2 In addition to any other applicable charges under this Article IX, if Intermedia purchases unbundled Local Switching elements, Intermedia shall pay CBT charges that comply with orders and rules of the Federal Communications Commission under CC Docket Number 96-262 and any relevant order issued by the Kentucky Public Service Commission.

9.8.2 CBT shall provide to Intermedia a quarterly report for each Reporting Period, by the last day of the following month, in a self-reporting format, the CBT NE Records, the Intermedia NE Records and the Other LEC NE Records so that the Parties can determine CBT's compliance with the CBT Network Element Standard Intervals.

ARTICLE X
RESALE AT WHOLESALE RATES – SECTION 251(c)(4)
RESALE AT RETAIL RATES – SECTION 251(b)(1)

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

Commencing on the date on which the Commission approves this Agreement, at the request of Intermedia, CBT will make available to Intermedia for resale at wholesale rates those Telecommunications Services that CBT provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, CBT will make available to Intermedia for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the "Wholesale Resale Services"):

- (i) Local Service - Residence, as described in the applicable tariff;
- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service (associated with the resale of CBT local exchange service), as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface ("BRI"), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface ("PRI"), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;
- (ix) Frame Relay, as described in the applicable tariff;

(x) Individual Customer Contracts.

The Wholesale Resale Services shall be made available to Intermedia at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

10.2 Other Services. CBT may, at its sole discretion, and as agreed to by Intermedia, make available to Intermedia under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services. The following limitations shall apply to Resale Services:

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers ("Grandfathered Services"), are listed on Schedule 10.3.1. Schedule 10.3.1 may be revised or supplemented from time to time to include those additional services that CBT may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to Intermedia for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of Intermedia as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of Section 10.3.2) to Intermedia for resale to Intermedia's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to Intermedia on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, Intermedia shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Intermedia, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 35, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, then CBT shall unbrand or rebrand such features of such offered Resale Service as requested by Intermedia for Intermedia's Customers via separate trunk groups, line class codes or any other technically feasible method. If the Commission determines that CBT cannot comply with Intermedia's branding request, CBT will provide unbranding. Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon Intermedia's request, CBT shall make available to Intermedia the ability to route:

- (i) Local Directory Assistance calls dialed by Intermedia's Customers directly to Intermedia Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls dialed by Intermedia Customers directly to the Intermedia Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the Intermedia Local Operator Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit Intermedia Customers to dial the same telephone numbers for CBT Directory Assistance and Local Operator Service that similarly situated CBT Customers dial for reaching equivalent CBT services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that CBT shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 Intermedia shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall Intermedia state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to Intermedia's Customers, except to the extent Intermedia deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of Intermedia under this Agreement or that some facilities used in provisioning service are owned and maintained by CBT; provided, however, Intermedia shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where Intermedia requires CBT personnel to interface directly with Intermedia's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for Intermedia, except as elsewhere provided in this agreement.

10.10.6 CBT shall identify any service call materials, including "no access" cards and time-and-materials invoices furnished during service calls by CBT personnel to Intermedia's Customers by using preprinted cards or stickers provided by Intermedia, that contain Intermedia's name/logo, Intermedia's address, and Intermedia's customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of Intermedia pursuant to this Agreement provide information to any existing Intermedia Customer about CBT products or services, unless mutually agreed in writing by the Parties, or disparage Intermedia and/or Intermedia service or products. Upon an inquiry initiated by the customer, CBT personnel may refer the customer to CBT's business office, but in no instance shall CBT personnel provide written literature.

10.10.8 Intermedia shall pay CBT's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an Intermedia Customer or another LEC in order to process an Intermedia order for Resale Service for an Intermedia Customer. CBT shall advise Intermedia whenever an Intermedia Customer has selected another primary local exchange carrier by giving notice within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, Intermedia shall deliver to CBT a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by Intermedia under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by Intermedia hereunder. Intermedia shall retain on file all applicable Documentation of Authorization (as defined in Schedule 10.11.1), including letters of agency or any other method permitted by Applicable Law relating to the Customer's selection of Intermedia as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers to another LEC, the

Commission's rules, when established, regarding such unauthorized changes shall apply.

- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CBT agrees to report on Intermedia unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

10.11.3 When CBT receives an order for Resale Service from Intermedia for Intermedia's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier ("Carrier of Record") for the same Customer, CBT shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and Intermedia to resolve any issues related to that Customer. Intermedia agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this Section 10.11.3 to change a Customer to Intermedia at Intermedia's direction, if such order is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by Intermedia or through the Customer Access Record Exchange system (CARE) that a Customer has changed its primary interexchange carrier ("PIC") selection only from one IXC to another IXC, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill Intermedia, not the end-user customer, for the PIC change charge.

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. CBT shall make available to Intermedia for Intermedia Customers directory listings in accordance with the provisions of Article XV.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to Intermedia's service, CBT will block the LEC-assigned telephone line calling card number Line Identification Database ("LIDB"), unless otherwise agreed to in the Implementation Plan.

10.12.3 Telephone Assistance Programs. Upon conversion to Intermedia's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of

qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of Intermedia. If Intermedia's Customer is newly qualified for a Telecommunications Assistance Program, Intermedia must send CBT the necessary qualification documentation.

10.12.4. **Special Services.** If CBT makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), CBT shall provide such data to Intermedia on the CSR made available to CBT for its Customers. For usage by an Intermedia Customer of a Telephone Relay Service, CBT will provide Intermedia with all billing information furnished to CBT by the provider of the Telephone Relay Service.

10.12.5. **Law Enforcement Interfaces.** Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.5.

10.12.6. CBT shall cooperate with Intermedia to ensure the continued provision of appropriate services necessary to serve TTY/TDD customers when migrating from one carrier to another.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Intermedia shall be the primary point of contact for all Intermedia Customers.
- (b) Service Referrals. CBT shall refer all questions from any Intermedia resale Customer regarding any Intermedia service or product directly to Intermedia in accordance with the procedures set forth in the Implementation Plan. CBT shall use its best efforts so that all CBT representatives who receive such inquiries regarding Intermedia services do not in any way disparage or discriminate against Intermedia or its products or services and do not provide information about CBT products or services during such Customer contact except as described in Section 10.10.7.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with Intermedia Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Intermedia Customers.

10.13.2 Access To Operations Support Systems Functions – Provisioning.

- (a) Pre-Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this Section 10.13.2) as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in Schedule 10.13.2. If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.
- (b) Service Ordering and Provisioning. Service Orders will be placed by Intermedia and provisioned by CBT in accordance with the procedures described in this Section 10.13 and the Implementation Plan. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100.
- (c) Provisioning Support. CBT shall provide provisioning support to Intermedia on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties. If, during the course of this agreement, CBT extends its operational support hours, CBT will provide those same operational support hours to Intermedia.
- (d) Requests for Service Changes. Where CBT provides installation, CBT's representatives shall inform an Intermedia Customer to contact Intermedia if such Customer requests a service change at the time of installation.
- (e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an Intermedia Customer's Resale Service, unless directed to do so by Intermedia by transmission of a Service Order or CBT's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than Intermedia.

10.13.3 Access to Operations Support Systems Functions – Maintenance.

- (a) Maintenance and Repair. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this Section 10.13.3) as CBT uses for maintenance and repair of its retail services.
- (b) Maintenance. Maintenance will be provided by CBT as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

10.14 Responsibilities of Intermedia.

10.14.1 Intermedia shall be responsible for providing to its Customers and to CBT a telephone number or numbers that Intermedia's Customers can use to contact Intermedia in the event of service or repair requests. If Intermedia's Customers contact CBT with regard to such requests, CBT shall inform such Customers that they should call Intermedia and will provide Intermedia's contact number to such Customers.

10.14.2 Intermedia shall provide CBT with accurate and complete information regarding Intermedia's Customers in a method reasonably prescribed by CBT, and agreed to by Intermedia, to allow CBT to keep its Emergency Telephone Number Service database updated, if CBT maintains such a database.

10.14.3 Prior to the Effective Date, Intermedia shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

10.15 Responsibilities of CBT. CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Enhanced E9-1-1 ("E9-1-1") service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.

- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate Intermedia Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Intermedia Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support E9-1-1 services.

Both Intermedia and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 CBT shall provide Intermedia a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by CBT in accordance with EMR Standards. CBT will review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable Intermedia to bill its Customers for Resale Services provided by CBT. Procedures and processes, including, but not limited to, those set forth on Schedule 10.16, for implementing the Customer Usage Data Exchange interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by CBT to Intermedia.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by CBT, will be returned to the IXC and will not be passed through to Intermedia. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. If Intermedia does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 Intermedia shall be responsible for providing all billing information to its Customers who purchase Resale Services from Intermedia.

10.16.4 CBT shall bill Intermedia for Resale Services provided by CBT to Intermedia pursuant to the provisions of Article XXVII. CBT shall recognize Intermedia as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Intermedia. The bill will include sufficient data to enable Intermedia to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 Intermedia, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may

refuse to furnish or may disconnect Resale Services of Intermedia or, as appropriate, to an Intermedia Customer when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) CBT is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CBT is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Intermedia or as ordered by a court.

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written finding of a judge, then upon written request of Intermedia and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

10.17.4 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. § 227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and that are calling party- or called party-controlled, are expressly prohibited.

10.17.5 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CBT's Customers.

10.17.6 If Intermedia's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or of Intermedia's or CBT's Customers, Intermedia shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI
NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes for access to Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)

12.1 **Physical Collocation.** CBT shall provide to Intermedia Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that CBT will provide for Virtual Collocation of such equipment if CBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide Intermedia Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

12.2 **Virtual Collocation in Physical Collocation Space.** Where Intermedia is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, Intermedia may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to CBT's applicable tariffs or (ii) revert to Physical Collocation, in which case Intermedia shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 **Virtual Collocation in Virtual Collocation Space.** Where Intermedia is Virtually Collocated in a space that was initially prepared for Virtual Collocation, Intermedia may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to the terms of this Agreement and applicable tariffs or (ii) unless it is not practical for technical reasons or because of space limitations, as demonstrated by CBT to the Commission, convert its Virtual Collocation to Physical Collocation at such Premises, in which case Intermedia shall coordinate the construction and rearrangement with CBT of its transmission equipment and facilities, for which Intermedia shall pay CBT at the rates set in the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 **Nondiscriminatory Collocation.** Collocation shall be made available to Intermedia by CBT on a basis that is at parity to the priorities that CBT provides to itself, its subsidiaries, affiliates or other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to Intermedia under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its affiliates or other persons.

12.5 Eligible Equipment.

12.5.1 Intermedia may Collocate equipment necessary for Interconnection, or access to CBT's Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels and Systems;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier (utilizing transmission capabilities and termination functionality);
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402; and
 - (i) equipment used for signal regeneration functions.

12.5.3 For a Virtual Collocation arrangement, Intermedia may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility and standards set forth in this agreement and agreed to by Intermedia and CBT. Intermedia shall make available sufficient quantities of maintenance spares to allow CBT to maintain and repair the Intermedia-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.4 Intermedia will be responsible for payment of all reasonable costs incurred by CBT resulting from Intermedia's choice of equipment. The costs may include, but are not limited to, the training of CBT employees for the installation, maintenance, repair and operation of the equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another Virtual Interconnector uses in that particular Virtual Collocation location.

12.5.5 Intermedia may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.5.6 **Restrictions.** Intermedia shall not be permitted to Collocate switching equipment or equipment used to provide enhanced services (e.g., Voice Mail). Intermedia shall disable any switching functionalities inherent in any equipment Intermedia places in its Collocation space.

12.6 **Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, Intermedia may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

12.7 **Interconnection with other Collocated Carriers.** Upon written request to CBT, Intermedia shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities ("Co-Carrier Cross-Connect") so long as (i) Intermedia's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements or services (except that the Parties acknowledge that Intermedia may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network), (ii) Intermedia provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with CBT's technical and engineering requirements and (iii) the connecting transmission facilities of Intermedia and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within CBT's Premises. In the event that such Co-Carrier Cross-Connect is used to connect with the Virtual Collocation equipment of Intermedia or another Telecommunications Carrier, CBT shall provide the Cross-Connect on an individual case basis at rates set in accordance with the Act.

12.8 **Interconnection Points and Cables.** CBT shall:

12.8.1 provide Intermedia an Interconnection point or points physically accessible by both CBT and Intermedia, at which the fiber optic cable (or other necessary facility as per Intermedia's Bona Fide Request) carrying Intermedia's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises;

12.8.2 provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for Intermedia's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.9 Allocation of Collocation Space.

12.9.1 Intermedia may reserve Collocation space for its future use in CBT's Premises in accordance with the provisions of Schedule 12.9.1. CBT shall notify Intermedia in writing if another Telecommunications Carrier requests Collocation space that is reserved by Intermedia. Intermedia shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that Intermedia relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Schedule 12.9.1. Failure of Intermedia to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by Intermedia to relinquish such space.

12.9.2 CBT shall not be required to lease or construct additional space in a Premises to provide Intermedia Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Intermedia will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in Schedule 12.9.3.

12.10 Security Arrangements. Intermedia shall comply, at Intermedia's sole cost and expense, with reasonable security arrangements as designated by CBT to separate Intermedia's Collocation space from CBT's facilities including, but not limited to the construction of a collocation cage for Intermedia's Physical Collocation space.

12.11 Subcontractor and Vendor Approval. CBT shall permit Intermedia to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by CBT. Approval of such subcontractors by CBT shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, CBT shall allow Intermedia to have an CBT-approved vendor install updates to Collocated equipment, including software updates.

12.12 Delivery of Collocated Space.

12.12.1 CBT shall provide Intermedia with a single point of contact for all inquiries regarding Collocation. Intermedia shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Intermedia will require for such space, (iv) the equipment to be housed in such space, (v) Intermedia's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Intermedia's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per Intermedia's **Bona Fide Request**) and power cabling to and from the Collocated space and (viii) the date on which Intermedia intends to initiate service from such space. CBT shall notify Intermedia in writing within ten (10) Business Days of receiving

Intermedia's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, CBT shall specify in its notice to Intermedia when space for Physical Collocation will be made available to Intermedia and shall offer to Intermedia Virtual Collocation Space in accordance with Section 12.12.3.

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Intermedia's request, CBT shall include in its notice to Intermedia (i) the space to be provided and (ii) whether CBT can deliver the space to Intermedia by the date set forth in Section 12.12.2(c).
- (b) If Intermedia's requested Physical Collocation space is available, CBT and Intermedia shall have an initial walkthrough of such space within ten (10) Business Days after CBT's receipt of Intermedia's Initial COBO Payment. CBT shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of Intermedia that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) CBT shall deliver to Intermedia the requested space on or before the later of (i) one hundred twenty (120) days from CBT's receipt of Intermedia's request for Collocation, (ii) one hundred twenty (120) days from the receipt of Intermedia's Initial COBO Payment (as provided on Schedule 12.12) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to Intermedia such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").
 - (d) Physical Collocation space requested by Intermedia will be made available to Intermedia by CBT as more fully described in Section 1 of Schedule 12.12.
- (e) If CBT does not provide Intermedia with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by an Intermedia Delaying Event), Intermedia shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) CBT may begin billing Intermedia for recurring charges for the Collocated space on the Occupancy Date. For purposes of this Article XII, "Occupancy Date" shall mean the date on which such space is made available for Intermedia's use (i) the Parties have completed the

acceptance walkthrough of Intermedia's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding. Intermedia shall vacate the Collocated space if either (i) Intermedia fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) Intermedia fails to Interconnect to the CBT network within one hundred and fifty (150) days of the Occupancy Date. If Intermedia is required to vacate the space pursuant to this Section 12.12.2(f), Intermedia shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Intermedia still requires Collocation in that Premises, Intermedia shall be required to submit a new request for Collocation pursuant to the provisions of Section 12.12.1.

- (g) Physical Collocation will be subject to the additional rules and regulations set forth in Section 2.0 of Schedule 12.12.
- (h) CBT shall provide positive confirmation to Intermedia when construction of Intermedia Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) After completion of construction but prior to occupancy, Intermedia and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by Intermedia from Intermedia's original request for Collocation (as modified by any changes requested by Intermedia) shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by Intermedia.
- (j) Intermedia shall pay the incremental cost incurred by CBT as the result of any Intermedia Change Order applicable to construction of Physical Collocation space.
- (k) The Implementation Team shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:
 - 1. Engineering;
 - 2. Physical and Logical Security;

3. Provisioning;
4. Billing;
5. Operations;
6. Site and Building Managers; and
7. Environmental and Safety.

(l) The Implementation Team shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.12.3 Virtual Collocation.

- (a) If Intermedia requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Intermedia elects Virtual Collocation, and such Virtual Collocation is available at the time of Intermedia's request, CBT shall include in its notice to Intermedia described in Section 12.12.1, (i) the space to be provided and (ii) whether CBT can deliver the space to Intermedia by the date set forth in Section 12.12.3(c).
- (b) CBT and Intermedia will have an initial walkthrough of the Collocated space to be provided to Intermedia for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to Intermedia and (ii) fourteen (14) calendar days after CBT's receipt of Intermedia's request for Virtual Collocation.
- (c) CBT shall deliver to Intermedia the requested space on or before the later of (i) seventy-five (75) days from CBT's receipt of Intermedia's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to Intermedia such space within seventy-five (75) days (such date of delivery referred to as the "Delivery Date") and CBT notified Intermedia of this fact within ten (10) Business Days from CBT's receipt of Intermedia's request.
- (d) Virtual Collocation space requested by Intermedia will be made available to Intermedia by CBT, as more fully described in Section 3 of Schedule 12.12.
- (e) CBT shall provide positive confirmation to Intermedia when construction of Intermedia Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The

Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

- (f) After completion of construction and on or before the Delivery Date, Intermedia and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction of these exceptions from Intermedia's original request for Collocation as modified by any changes requested by Intermedia shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by Intermedia.

12.13 Pricing. The prices charged to Intermedia for Collocation are set forth in the Pricing Schedule.

12.14 Billing. CBT shall bill Intermedia for Collocation pursuant to the requirements of Article XXVII to this Agreement.

12.15 Common Requirements. The requirements set forth on Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

12.16 Additional Requirements. The additional requirements set forth on Schedule 12.16 shall be applicable to Physical Collocation.

12.17 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 CBT and Intermedia shall restrict access to Intermedia equipment, support equipment, systems, tools and data, or spaces that contain or house Intermedia equipment enclosures to Intermedia employees and other authorized non-Intermedia personnel to the extent necessary to perform their specific job functions.

12.17.2 Intermedia shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to Intermedia.

12.17.3 CBT shall allow Intermedia (i) for Intermedia's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to inspect or observe spaces that house or contain Intermedia equipment or equipment enclosures and CBT shall furnish Intermedia with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured Intermedia space, subject to Section 12.17.2 and Article XX, and (ii) for Intermedia's Virtual Collocated space, access during the applicable

Premises' Normal Business Hours to inspect or observe Intermedia equipment. Intermedia acknowledges that CBT may require Intermedia's representative(s) to be escorted during such inspections/observations of Virtual Collocated space. Intermedia shall pay the cost of such CBT escorts.

12.17.4 For Physical Collocation, CBT shall furnish to Intermedia a current written list of CBT's employees who CBT authorizes to enter Intermedia's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

12.17.6 For Physical Collocation, CBT shall limit the keys used in its keying systems for Intermedia's specific Physical Collocation space which contain or house Intermedia equipment or equipment enclosures to its employees and representatives for emergency access only. Intermedia shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Intermedia shall immediately provide CBT with such new keys.

ARTICLE XIII NUMBER PORTABILITY – SECTION 251(b)(2)

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Interim Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services. However, when a Customer switches from one Telecommunications Carrier to another and retains its telephone number, via Permanent Number Portability, each Party shall provide such portability without any impairment of functionality, quality, reliability or convenience.

13.1.1 Conventions. For purposes of this Article XIII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

13.2 Interim Number Portability (INP). The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID"), NXX Migration or other technically feasible methods

made pursuant to a Bona Fide Request; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center area or Switching Center area.

13.2.1 The Parties agree that for customers who are served by individual lines at the time they change service providers, RCF will be used to provide INP.

13.2.2 The Parties agree that for customers who are served by trunk arrangements at the time they change service providers, a threshold will be established by the Implementation Team to determine situations in which RCF or DID should be used.

13.2.3 Exceptions to the guidelines in Section 13.2.1 and 13.2.2 can be made by mutual agreement of the Parties.

13.2.4 Once an INP arrangement is established for a given customer, it may not be changed except by mutual agreement, other than to move to long term number portability.

13.3 Remote Call Forwarding ("RCF"). If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party B shall specify the number of paths, up to ninety-nine (99) paths, required for each telephone number being ported. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call that had originated on Party A's network.

13.4 Direct Inward Dialing ("DID"). DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center or Switching Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or Switching Center or from separate trunk groups within the same Wire Center or Switching Center, such service provided from each Wire Center or

Switching Center or each trunk group within the same Wire Center or Switching Center shall be considered a separate service.

13.5 **NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently re-assigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of the LERG reassignment, the requesting party may request the providing party to implement RCF or DID.

13.6 **Other INP Methods.** Methods of providing INP, other than RCF, DID or NXX Migration, may be provided, to the extent technically feasible and consistent with applicable FCC or Commission decisions, pursuant to a Bona Fide Request.

13.7 **Other Interim Portability Provisions.**

13.7.1 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID or other applicable arrangements that are provided pursuant to a Bona Fide Request. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-third-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Exchange Message Record ("EMR") containing detailed records associated with the calls reflected on the billing statement.

13.7.2 Unless otherwise mutually agreed to in the Implementation Plan, Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers, subject to RCF or DID. CBT will include billing number information associated with numbers used for INP arrangements from its network in its LIDB and will store and administer such data in the same manner as CBT's data for its Customers. CBT shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening at the rates shown in the Pricing Schedule.

13.7.3 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party A shall notify Party B of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or

DID or other applicable arrangement currently being provisioned, or redirect the RCF or DID or other applicable arrangement pursuant to the Customer's instructions at that time.

13.7.4 At the time a Party requests RCF or DID, the other Party shall disclose to the other requesting Party any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.7.5 The Parties will provide SS7 functionalities (e.g., TCAP messages for CLASS Features) where such functionalities are available and it is technically feasible to provide such functionalities in conjunction with Interim Number Portability. Nothing in this Section 13.7.5 shall require a Party to develop new capabilities to support TCAP messages for Interim Number Portability.

13.7.6 When any INP method is used for Intermedia Customers, both the ported numbers and shadow numbers shall be stored in the 911/ALI database, to the extent that the database is capable of storing both numbers. Intermedia shall have the right to verify the accuracy of its information in the 911/ALI databases. To the extent technically feasible, and subject to the other terms and conditions of this Article XIII, CBT shall make available to Intermedia Customers the same 9-1-1 capabilities as CBT makes available to its Customers.

13.7.7 When any INP method is used to port a Customer, the donor provider must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider pursuant to a separate agreement between CBT and Intermedia.

13.7.8 Neither Party shall be required to provide Number Portability for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.7.9 Party A shall send a CARE 2231 transaction to notify the appropriate IXC that access is no longer provided by Party A for that number.

13.8 Compensation on Traffic to INP'ed Numbers.

13.8.1 The Parties agree that, under INP, transport and terminating compensation on Exchange Access calls to INP'ed numbers should be received by each Customer's chosen LEC through meet-point billing arrangements, as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.8, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") that performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided less applicable transit charges due the Performing Party when a call originates from a third party carrier.

13.8.2 For such Exchange Access Traffic, the Performing Party shall compensate the Receiving Party, consistent with Article VI of this Agreement (i.e., the Receiving Party shall receive applicable access charges from the Performing Party's effective interstate or intrastate access charge tariff) based on a five (5)-mile distance.

13.8.3 The provision of revenues for Exchange Access from the Performing Party to the Receiving Party shall be governed by the audit provisions of Article XXVIII.

13.9 **Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

13.10 **Permanent Number Portability.** The Parties shall migrate from RCF, DID, NXX Migration to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC or as modified pursuant to Section 251(f) of the Act. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations prescribed by the FCC and/or the Commission.

13.11 **Requirements for INP and NP.**

13.11.1 **White Page Listings.** CBT shall provide Directory Listings in connection with ported Customers subject to the requirements of Article XV.

13.11.2 **Cut-Over Process and Installation Intervals.** Party A shall cooperate in the process of porting numbers from Party A to Party B so as to limit service outage for the ported Customer. CBT shall provide INP within the standard intervals stated in Schedule 13.11 (the "INP Standard Intervals").

13.11.3 **Testing.** The Parties shall cooperate in conducting testing to ensure interconnectivity between systems prior to the initial deployment of a particular form of interim number portability. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.11.4 **Recording and Billing.** Billing of Number Portability arrangements shall be governed by Article XXVII, unless any provision in Article XXVII is deemed inconsistent with the Act or a decision of a regulatory body of appropriate jurisdiction, in which case such decision shall apply. Subject to Section 13.7.5, calls originated from RCF ported numbers in Intermedia End Offices and sent to the Intermedia interLATA toll network must signal the Intermedia number in the Calling Party Number (CPN) parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

13.11.5 Operator Services and Directory Assistance. Operator Services and Directory Assistance provisions for Number Portability arrangements shall be governed by Schedule 9.2.7.

ARTICLE XIV
DIALING PARITY – SECTIONS 251(b)(3)
NUMBER ADMINISTRATION – SECTION 251(e)

14.1 Dialing Parity. The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

14.2 Number Administration. Until Number Administration functions are assumed by a neutral third party, in accordance with FCC rules and regulations, CBT will provide nondiscriminatory access to and provisioning of telephone numbers for assignment of Intermedia in accordance with the current Central Office Code (NXX) Assignment Guidelines and the current NPA Code Relief Planning Guidelines.

ARTICLE XV
DIRECTORY LISTINGS – SECTION 251(b)(3)

15.1 Directory Listings. CBT, as publisher of its White Pages, will include Primary Listings of Intermedia's resale directory customers in its White Pages, and shall cause its publisher to include primary listings of Intermedia's directory customers in its Publisher's Yellow Pages Directories under the following terms and conditions:

15.1.1 CBT will publish the Primary Listing of Intermedia Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based Customers in accordance with the Act.

15.1.2 Listings of Intermedia Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 CBT shall provide Intermedia with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 CBT or its Publisher must receive all Primary Listings of Intermedia Directory Customers prior to the service order close date for the directory in which those listings

are to appear. CBT or its Publisher will provide Intermedia with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of Intermedia Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about Intermedia services, including addresses and telephone numbers for Intermedia Customer service. The form and content of such customer information shall be provided by Intermedia to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages. Intermedia will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

15.2 **Listing and Listing Updates.** Intermedia will provide Intermedia Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.2.1 Intermedia shall provide its Intermedia Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. Intermedia acknowledges that CBT or its Publisher may impose a charge for changes to Intermedia Directory Customer Primary Listings previously provided by Intermedia to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.2.2 Within one (1) Business Day of installation, (unless increased by the Commission in the MTSS) disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an Intermedia Directory Customer, Intermedia shall provide Listing Updates to CBT in a form and format acceptable to CBT.

15.2.3 Intermedia will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Intermedia's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Intermedia; provided, however, that neither Publisher nor CBT will:

- (a) disclose non-listed name and address information to any third person, except as may be necessary to undertake delivery of directories or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where Intermedia has notified CBT.

15.3 Directories Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page Directories to Intermedia Directory Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to Intermedia Customers in the directory coverage area and shall recover directory delivery costs for both resale and facilities based customers in accordance with the Act.

15.4 Nondiscriminatory Formats. CBT shall make available to Intermedia Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions. No distinction in the format used for the White Pages and Yellow Pages listings will be made between CBT and Intermedia customers.

**ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND
RIGHTS-OF-WAY – SECTIONS 251(b)(4) AND 224**

16.1 Structure Availability. Each Party shall provide the other Party access to poles, ducts, rights-of-way and conduits it owns or controls on terms conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

ARTICLE XVIII
PERFORMANCE, FORECAST, PLANNING AND STANDARDS COMMITTEE

The Parties hereby agree to the formation of a Performance, Forecast, Planning and Standards Committee which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. For administrative efficiency, the Parties agree that the same Committee that is implementing the details of the Ohio Interconnection Agreement between the Parties shall attend to the implementation of this Agreement.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 **Compliance with Implementation Schedule.** Each of CBT and Intermedia shall use its best efforts to comply with the Implementation Schedule.

19.2 **Compliance with Applicable Law.** Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") (not subject to an effective stay) that relate to its obligations under this Agreement.

19.3 **Necessary Approvals.** Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 **Environmental Hazards.** Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6)-calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Any underforecast by Intermedia that is off by more than twenty percent (20%) will be considered a "Delaying Event". In the event of an overforecast by Intermedia that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of Intermedia's overforecast, CBT shall be entitled to pursue a claim against Intermedia for its losses resulting from such excess capacity. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed "Proprietary Information" under Article XX.

19.6 Certain Network Facilities.. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1 and 19.5.2. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Unless Intermedia traffic is identified as the cause of the specific network problem or failure, any call gapping will be applied on a non-discriminatory basis to the local traffic of all carriers (including Intermedia and CBT). Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 **Insurance.** At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accord with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 **Labor Relations.** Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.10 **Good Faith Performance.** Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 **Responsibility to Customers.** Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 **Unnecessary Facilities.** No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 **Cooperation.** Consistent with Section 18.1, the Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.14 **NXX Code Administration.** Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.16 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.17 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide Intermedia with a listing, and any future updates to:

- 1) Centrex business group information;
- 2) Switch Network ID Information;
- 3) Local calling area data.

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "Proprietary Information" means:

- (a) all proprietary or confidential information of a Party or its affiliates (a "Disclosing Party") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Standard Intervals), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the other Party pursuant to this Agreement ("Receiving Party") and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on

behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential," "proprietary," or other similar designation, but the failure to mark or otherwise designate any information described in this Section 20.1 as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to Section 20.1 and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided, that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this Article XX, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (CPNI) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "Proprietary Information" of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;

- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
 - (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this Article XX; and
 - (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or its performance under the terms of this Agreement.

20.2.2 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.3 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This Section 20.2 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;

- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this Article XX.

20.2.5 Except as expressly provided, nothing in this Article XX shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including Section 222 of the Act.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.3 with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.3. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the

Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

20.4.1 All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

20.5 Equitable Relief. Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this ~~Article XX~~ will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

ARTICLE XXI
TERM AND TERMINATION

21.1 **Term.** The initial term of this Agreement shall be two (2) years (the "Initial Term") which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in Section 21.4 below.

21.2 **Renegotiation of Certain Terms.** Notwithstanding the foregoing or Section 29.3, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

21.3 **Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 28.3 and it shall be resolved in accordance with the procedures established in Section 28.3.

21.4 **Transitional Support.**

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement ("Transition Date"), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date ("Transition Period") on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and Intermedia will cooperate in